

3.3 Space, Facilities and Utilities

Provide installation facilities for The Consortium provided equipment. DISD is responsible for space allocation, HVAC and electrical considerations. DISD is responsible for providing the power, light and water necessary for the performance of this project.

3.4 Security and Laws

DISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by The Consortium comply.

3.5 Data Privacy

DISD agrees to allow The Consortium to store and use your contact information, including names, phone numbers, and e-mail addresses, anywhere they do business. Such information will be processed and used in connection with our business relationship to ensure timely completion of the work contemplated in this SOW.

3.6 Required Consents

Before The Consortium begins performance under this Statement of Work, DISD shall be responsible for promptly obtaining and providing for The Consortium all "Required Consents" necessary to The Consortium to access, use, and/or modify software, hardware, firmware, and other products used by DISD for which The Consortium shall provide services described herein. A Required Consent means any consents or approvals required to give The Consortium and its subcontractors the right or license to access, use, and/or modify (including creating derivative works) DISD's or a third party's software, hardware, firmware, or other products used by DISD without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

DISD agrees to indemnify, defend, and hold The Consortium and its affiliates harmless from and against any and all claims, losses, liabilities, and damages (including reasonable attorneys fees and costs) arising from or in connection with any claim (including patent and copyright infringement) made against The Consortium alleged to have occurred as a result of DISD's failure to provide any Required Consents.

The Consortium shall be relieved of the performance of any obligations that may be affected by DISD's failure to promptly provide any Required Consents to The Consortium.

4.0 DELIVERABLES / DOCUMENTATION

The following items will be delivered to DISD under this Statement of Work. See Appendix A, "Deliverable Guidelines" for a description of each deliverable.

- Status Report
- Site Survey Documentation
- Site Network Installation Documentation

5.0 SCHEDULE

- Start Date – July 1, 2003.
- End Date – June 30, 2004.

5.2 Project Delays

The Consortium will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of The Consortium, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond The Consortium's control or by another cause which you and The Consortium agree is justifiable.

6.0 COMPLETION CRITERIA

The Consortium shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- The Consortium accomplishes the tasks described in section 2.0, "The Consortium Responsibilities,"
- Either of us terminates the Project in accordance with the provisions of The Consortium Customer Agreement.
- The End Date for the contract is reached.

7.0 CHARGES

Total Charges

\$17,667,306.72

The Consortium will submit invoices per the payment schedule as stated below.

The Consortium understands that the decision to implement this project is contingent upon award to the DISD of funding under the E-rate program. The Consortium will not begin work on this project without written notification from DISD that funding has been approved and that work should begin. If such notification has not been received by February 28, 2004, at The Consortium's option, The Consortium may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix B.

Or this amount may be extended upon mutual agreement between DISD and The Consortium as defined in the section titled Project Change Control Procedure. Should DISD not receive the requested funding for E-rate 6 or should DISD receive only partial funding, The Consortium will work with DISD to incorporate those portions of this Statement of Work that can be accomplished based upon available funding.

E-Rate Invoicing: Prior to commencing work, The Consortium requires 1) a fully signed contract signature sheet; 2) a P.O. in the amount that the E-Rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and; 3) a copy of the USAC's Funding Commitment Decision Letter.

As a service to DISD, The Consortium will perform dual billing per E-Rate terms and conditions. First, The Consortium will invoice DISD, as product is delivered to the DISD provided The Consortium staging site and as work is completed, for the 'non-discounted' portion of the ELIGIBLE items and any non-eligible items. Secondly, under separate invoice, The Consortium will invoice the E-Rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items. Payment is due as specified in the invoice.

Please note that although The Consortium will bill DISD for the 'non-discounted' portion and other charges not eligible under the E-Rate program, DISD assumes responsibility for the entire contract services charge. Notwithstanding any other provision, DISD has the right to terminate this agreement for business reasons if written termination notice is given to The Consortium prior to any work being performed or service provided.

The Consortium reserves a purchase money security interest in the Machines provided until The Consortium receives payment of the amounts due. You authorize The Consortium to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and The Consortium delivers under this Statement of Work.

APPENDIX A DELIVERABLE / DOCUMENTATION GUIDELINES

A.1 Bi-Weekly Status Reports

Purpose: The Consortium will provide Status Reports Monthly during the project to describe the activities, which took place during that period. Significant accomplishments, milestones and problems will be described.

Delivery: One (1) hard copy will be delivered to the DISD Project Manager within five (5) working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

A.2 Site Survey Document—Documentation

Purpose

The Consortium will provide a Site Survey Document for DISD location detailing locations, requirements, and special considerations.

Delivery

One (1) hard copy of the document and on (1) electronic copy will be delivered to the DISD Project Manager.

Content

The report will consist of the following, as appropriate:

- Site general information
- Site special considerations
- Equipment room locations and requirements

A.3 Site Network Installation Document

Purpose

The Consortium will provide a Network Installation Document summarizing the installation of equipment at a DISD location as specified in Appendix C.

Delivery

One (1) hard copy of the document and one (1) electronic copy will be delivered to the DISD Project Manager for each location where Network equipment is installed under this SOW.

Content

The report will consist of the following, as appropriate:

- Equipment List with Serial Numbers
- Configuration Information
- Physical location information

APPENDIX B PROJECT CHANGE CONTROL PROCEDURE

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, The Consortium may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, The Consortium will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

APPENDIX C

Equipment:

The Consortium will provide the following internal connections equipment and associated documentation in accordance with the terms and conditions of this SOW:

WS-C6513	Catalyst 6509 Chassis	57
WS-CAC-2500W	Catalyst 6000 2500W AC Power Supply	57
WS-CAC-2500W/2	Catalyst 6000 Second 2500W AC Power	57
CAB-AC-2500W-US1	Power Cord, 250Vac 16A, straight blade NEMA 6-20 plug, US	114
SC6K-S2CVK9-7.3.1	Catalyst 6000 Sup 2 Flash Image w/CV and SSH, Release 7.3.1	57
WS-X6K-S2U-MSFC2	Cat6K Sup2 with 256MB DRAM on Sup2 and MSFC2	57
MEM-C6K-FLC24M	Catalyst 6000 Supervisor PCMCIA Flash Mem Card, 24MB Option	57
WS-X6K-S2U-MSFC2/2	Cat6K Red. Sup2 w/ 256MB DRAM, PFC2, MSFC2 (In Chassis Only)	57
MEM-C6K-FLC24M	Catalyst 6000 Supervisor PCMCIA Flash Mem Card, 24MB Option	57
WS-X6416-GBIC	Catalyst 6000 16-port Gig-Ethernet Mod. (Req. GBICs)	57
WS-X6348-RJ45V	RJ45 48 Port 10/100 Module	228
MEM-MSFC2-256MB	MSFC2 256MB Memory Option	57
MEM-MSFC2-256MB	MSFC2 256MB Memory Option	57
WS-G5486	1000BASE-LX/LH long haul GBIC (singlemode or multimode)	912
WS-C4507R	Catalyst 4500 Chassis (7-Slot), fan, no p/s, Red Sup Capable	200
PWR-C45-1300ACV	Catalyst 4500 1300W AC Power Supply with Int Voice	200
PWR-C45-1300ACV/2	Catalyst 4500 1300W AC Power Supply with Int Voice	200
CAB-7513AC	AC POWER CORD NORTH AMERICA	400
WS-X4515	Catalyst 4000 Supervisor IV (2 GE), Console(RJ-45)	200
S4KL3K2-12113EW	Cisco IOS BASIC L3 C4000 SUP 3/4, 3DES(RIP, St.Routes, IPX, AT)	200
MEM-C4K-FLD64M	Catalyst 4000 Sup III Compact Flash Disk, 64MB Option	200
WS-G5486	1000BASE-LX/LH long haul GBIC (singlemode or multimode)	400
WS-X4148-RJ45V	Catalyst 4000 Inline Power 10/100, 48-Ports (RJ45)	800
WS-G5486	1000BASE-LX/LH long haul GBIC (singlemode or multimode)	600
WS-C3550-24PWR-SMI	24-10/100 inline power + 2 GBIC ports: SMI	600
IR-AP352E2R-A-K9	802.11b 100 mW AP w/Line Pwr, Dual RP-TNC, FCC Config	1250

APPENDIX D SIGNATURE PAGE

The Consortium (we) will provide, and Dallas Independent School District (you) agree to accept, The Consortium Services (Services) for "The Consortium Statement of Work for Network Electronics" under the terms and conditions of The Consortium Customer Agreement and this Statement of Work. For Scope of Services, Completion Criteria, Charges and other applicable terms refer to The Consortium Statement of Work for the provisions of Dallas Independent School District The Consortium Statement of Work Network Electronics Support Services", dated February 4, 2003.

The Consortium is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should Dallas Independent School District not receive the requested funding for E-rate 6 or should Dallas Independent School District receive only partial funding, The Consortium will work with Dallas Independent School District to incorporate those portions of this Statement of Work that can be accomplished based upon available funding. It is specifically understood by The Consortium and Dallas Independent School District that no E-rate 6 activity will occur prior to The Consortium's receipt from Dallas Independent School District of written authorization to proceed. It is understood by Dallas Independent School District and The Consortium that this SOW and its associated pricing is based upon The Consortium receiving written approval from Dallas Independent School District to proceed with E-rate 6 no later than February 28, 2004. In the event this approval is not received by this date, The Consortium reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by The Consortium prior to June 30, 2004. This proposal will remain valid through February 28, 2004.

Total Charges: \$17,667,306.72, which includes travel and living expenses. Dallas ISD's portion of this amount shall not exceed \$3,533,461.34. Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) The Consortium Customer Agreement (or any equivalent agreement signed by both of us).



Consortium

Agreed to:
Dallas Independent School District

Agreed to
The Consortium

By _____
(Authorized Signature)

By _____
(Authorized Signature)

Name _____

Name _____

Date

Date

Customer Number DISD

Customer Address

3700 Ross Avenue

Dallas, TX 75204

The Consortium Office Address:

10430 Shady Trail, Suite 150

Dallas, TX 75220

Start Date: July 1, 2003

End Date: June 30, 2004

Project name or identifier: Network Electronics

Start Date: July 1, 2003

End Date: June 30, 2004

ferencing

- Site security requirements
 - Any unusual site conditions (e.g., site to be closed in one week)
3. Identify Equipment Room locations and requirements
- Isolated electrical power circuit availability
 - Heating and air-conditioning
 - True earth ground availability
 - Access security
 - Fiber/Telephone circuit connection – DS3, T1, ISDN

Completion

This task will be complete for a site when the site visit is complete and a site survey document for the site is provided to the DISD Project Manager.

Deliverable/Documentation

Site Survey Document

2.3 Installation And Configuration Of Network Electronics Equipment

Description

The objective of this task is to configure and install Tanberg Video Telecommunication Equipment and associated connectivity equipment as identified in Appendix C at DISD locations.

The Subtasks are:

1. Procure Hardware as listed in Appendix C.
2. Deliver each component to its designated location.
3. Stage and configure the specified equipment to the local area and wide area networks using DISD provided configuration information.
4. Install the specified network electronics hardware.
5. Perform power on system test.
6. Establish switching across the local WAN and LAN.
7. Perform a verification of network connection.
8. Verify access.

Completion

This task will be complete for each DISD location when The Consortium delivers the Site Network Installation Document for that location to the DISD Project Manager.

Deliverables/Documentation

Site Network Installation Documentation

3.0 DALLAS ISD RESPONSIBILITIES

The responsibilities listed in this section are in addition to those responsibilities specified in The Consortium Customer Agreement and are to be provided at no charge to The Consortium. The Consortium's performance is predicated upon the following responsibilities being fulfilled by DISD.

3.1 General Responsibilities

- Assign a Project Manager to represent DISD regarding this contract.
- Provide full access to all DISD school locations as required under this SOW.
- Communicate with appropriate DISD personnel of the work to take place and obtain their approval if necessary.
- Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.
- Provide all necessary closet and/or equipment areas for the location as described in this SOW.
- Provide all necessary power and environmental support to accommodate all The Consortium and DISD provided equipment.
- Provide all necessary configuration information to enable The Consortium's network equipment procurement and installation activities under this SOW.
- Inform The Consortium of any change in network requirements in accordance with The Consortium Project Change Control Procedure in Appendix B.

3.2 Project Management

Prior to the start of this Statement of Work under the Agreement, DISD will designate a person, called the DISD Project Manager, to whom The Consortium communications will be addressed and who has the authority to act for DISD in all aspects of the contract.

The DISD Project Manager's responsibilities include:

1. Manage the Project Change Control Procedure for DISD.
2. Attend project status meetings.
3. Obtain and provide information, data, decisions and approvals, within three (3) working days of The Consortium's request unless DISD and The Consortium agree to an extended response time.
4. Help resolve project issues and escalate issues within the DISD organization, as necessary.
5. Permit posting of any notifications required by applicable law for Services provided at your locations.



3.3 Space, Facilities and Utilities

Provide installation facilities for The Consortium provided equipment. DISD is responsible for space allocation, HVAC and electrical considerations. DISD is responsible for providing the power, light and water necessary for the performance of this project.

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DISD agrees to indemnify, defend, and hold The Consortium and its affiliates harmless from and against any and all claims, losses, liabilities, and damages (including reasonable attorneys fees and costs) arising from or in connection with any claim (including patent and copyright infringement) made against The Consortium alleged to have occurred as a result of DISD's failure to provide any Required Consents.

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7.0 CHARGES

Total Charges

\$6,200,083.00

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Purpose

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Content

The report will consist of the following, as appropriate:

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A.3 Site Network Installation Document

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Content

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APPENDIX B PROJECT CHANGE CONTROL PROCEDURE

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, The Consortium may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, The Consortium will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

APPENDIX C

Equipment:

The Consortium will provide the following internal connections equipment and associated documentation in accordance with the terms and conditions of this SOW:

112806243	TANDBERG 6000 - Dual 32" XGA monitor NTSC/ Dual 33" XGA monitor PAL incl. NPP & MS	150
500511	67" Rear Projection System, Room Camera, AudioScience Mic and 6000 codec c/w NPP and MS	1
500513	32" Instructor Camera and Monitor on Extended Height Cart c/w 60 foot cables	1
IPVC-3511-MCU	IP/VC 3511 H.323 Videoconference Multipoint Control Unit	20
IPVC-3544-CHAS	IP/VC 3540 Four Slot Chassis with Dual AC Power Supply	4
IPVC-3540-MC06A	IP/VC 3540 MCU Module-60 sessions	4
IPVC-3540-AS	IP/VC 3540 Application Server	4
IPVC-3540-RM	IP/VC 3540 Video Rate Matching Module	4
IPVC-3540-DS06	IP/VC 3540 T.120 Data Conferencing S/W-60 sessions	4
IPVC-3540-XAM06	IP/VC 3540 Audio Transcoder Card for MC06A	4

Total one-time charges for Video Teleconferencing: \$6,200,083.00

APPENDIX D SIGNATURE PAGE

The Consortium (we) will provide, and Dallas Independent School District (you) agree to accept, The Consortium Services (Services) for "The Consortium Statement of Work for Network Electronics" under the terms and conditions of The Consortium Customer Agreement and this Statement of Work. For Scope of Services, Completion Criteria, Charges and other applicable terms refer to The Consortium Statement of Work for the provisions of Dallas Independent School District The Consortium Statement of Work Network Electronics Support Services", dated February 4, 2003.

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Total Charges: \$6,200,083.00, which includes travel and living expenses. Dallas ISD's portion of this amount shall not exceed \$620,008.30.

Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) The Consortium Customer Agreement (or any equivalent agreement signed by both of us).

Agreed to:

Dallas Independent School District

By _____

(Authorized Signature)

Agreed to

The Consortium

By _____

(Authorized Signature)

Name _____

Date _____

Customer Number DISD

Customer Address

3700 Ross Avenue

Dallas, TX 75204

Name _____

Date _____

The Consortium Office Address:

10430 Shady Trail, Suite 150

Dallas, TX 75220

Start Date: July 1, 2003

End Date: June 30, 2004

Project name or identifier: Video Teleconferencing

Start Date: July 1, 2003

End Date: June 30, 2004